APPENDIX LIDB-AS-<u>AM-WI</u>
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<u>AM-WI</u>/TIME WARNER TELECOM OF WISCONSIN, L.P.
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APPENDIX LIDB – AS

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APPENDIX LIDB-AS

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 <u>AM-WI</u> does not own a LIDB. <u>AM-WI</u> obtains data storage and administration for these Databases from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage for other carriers not a party to this Agreement. The terms, conditions, and prices for LIDB and/or CNAM Database data storage and administration in this Agreement will apply to TWTC's data storage and administration of TWTC's Line Records for accounts provided using <u>AM-WI</u>'s unbundled local switch ports. Any use of the possessive in this Agreement as applied to <u>AM-WI</u> will not indicate ownership but shall have the relationship described in this paragraph.
- 1.3. **SBC Communications Inc.** (**SBC**) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, <u>AM-WI</u> means the applicable above listed ILECs doing business in Wisconsin.

2. **DEFINITIONS**

- 2.1 **"Database (or Data Base)"** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.
- 2.2 "Account Owner" means a telecommunications company, including <u>AM-WI</u> that provides an End User's local service and such company stores and/or administers the End User's associated Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 2.3 **"Personal Identification Number"** (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

- 2.4 "Query" means a message that represents a request to a Database for information.
- 2.5 "Query Transport Rate" means a per-query usage rate that applies to certain Queries transported from an <u>AM-WI</u> STP to the SCP where LIDB resides and back.
- 2.6 **"Validation Information"** means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.

3. GENERAL DESCRIPTION

- 3.1 <u>AM-WI</u>'s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide <u>AM-WI</u> with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. <u>AM-WI</u>'s LIDB is also connected directly to an adjunct fraud monitoring system.
- 3.2 From time-to-time, <u>AM-WI</u> enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require TWTC to update its Line Records with new or different information.

4. SERVICE DESCRIPTION

- 4.1 Unbundled electronic access to the LIDB SMS provides TWTC with the capability to access, create, modify or update TWTC's Line Record Information in LIDB when such records are associated with TWTC's subscriber accounts that are provided only on TWTC's own end office switch.
- 4.2 TWTC cannot use any of the unbundled, electronic interfaces <u>AM-WI</u> provides under this Appendix to access any Line Records TWTC might have in <u>AM-WI</u>'s LIDB that are administered by a company other than TWTC. This includes, but is not limited to, <u>AM-WI</u> retail accounts, TWTC's accounts administered by <u>AM-WI</u> based on Local Service Requests, and resold accounts.
- 4.3 <u>Electronic Interfaces</u> Where available, <u>AM-WI</u> has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

4.3.1 <u>Service Order Entry Interface</u>

4.3.1.1 The Service Order Entry Interface provides switch-based TWTCs with unbundled access to **AM-WI**'s LIDB administrative

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systems that is equivalent to <u>AM-WI</u>'s own service order entry process. Service Order Entry Interface allows TWTC to electronically transmit properly formatted records from TWTC's service order process or other data source into the LIDB administrative system. <u>AM-WI</u> will also provide requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.

- 4.3.1.2 TWTC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide <u>AM-WI</u> with a security gateway for TWTC's access to the Service Order Entry Interface. The RAF will verify the validity of TWTC's transmissions and limit TWTC's access to <u>AM-WI</u>'s Service Order Entry Interface. TWTC does not gain access to any interface, database, operations support system, or other SMS.
- 4.3.1.3 <u>AM-WI</u> will provide TWTC with the file transfer protocol specifications TWTC will use to administer TWTC's data over the Service Order Entry Interface. TWTC acknowledges that transmission in such specified protocol is necessary for <u>AM-WI</u> to provide TWTC with Data Base Administration and Storage.
- 4.3.1.4 TWTC can choose the Service Order Entry Interface as its only unbundled electronic interface to a <u>AM-WI</u>'s LIDB administrative system or TWTC can choose to use this interface in conjunction with the Interactive Interface that <u>AM-WI</u> provides under this Appendix. TWTC understands that if it chooses to use only the Service Order Entry Interface, TWTC will not have access to any data administration capabilities available solely to the Interactive Interface that TWTC has chosen not to use.
- 4.3.1.5 TWTC understands and agrees that its access to <u>AM-WI</u>'s LIDB administrative system through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to <u>AM-WI</u> for administration.

4.3.2 Interactive Interface

4.3.2.1 <u>AM-WI</u> will provide TWTC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

4.3.2.2 THIS SECTION INTENTIONALLY LEFT BLANK.

- 4.3.2.3 TWTC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for TWTC's access to the Interactive Interface. The RAF will verify the validity of TWTC's transmissions and limit TWTC's access to the Interactive Interface and the LIDB administrative system. TWTC does not gain access to any interface, database, operations support system, or other SMS through this Appendix.
- 4.3.2.4 TWTC will use hardware and software that is compatible with the LIDB administrative system TWTC will access through the Interactive Interface.
- 4.3.2.5 TWTC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or TWTC can choose to use this interface in conjunction with the Service Order Entry Interface that <u>AM-WI</u> provides under this Appendix. TWTC understands and agrees that if it chooses to use only the Interactive Interface, TWTC will not have access to any data administration capabilities available solely to the Service Order Entry Interface that TWTC has chosen not to use.

4.4 LIDB Editor Interface

- 4.4.1 LIDB Editor Interface provides TWTC with unbundled access to <u>AM-WI</u>'s LIDB Editor that is equivalent to <u>AM-WI</u>'s manner of access. LIDB Editor provides TWTC with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable.

 <u>AM-WI</u> will also provide TWTC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow TWTC to communicate with a LIDB administrative system.
- 4.4.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized <u>AM-WI</u> employees. TWTC will have access to such <u>AM-WI</u> employees only for the same purposes that <u>AM-WI</u> has access to LIDB Editor.
- 4.4.3 <u>AM-WI</u> limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.

- 4.4.4 TWTC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.
- 4.4.5 When TWTC uses the LIDB Editor Interface, TWTC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to <u>AM-WI</u> at the time TWTC makes its update request. TWTC and <u>AM-WI</u> will use such documentation to resolve any update disputes regarding TWTC's use of the LIDB Editor Interface.
- 4.4.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between administrative system data and LIDB data. TWTC agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request (whichever method TWTC uses for its ongoing Line Record administration) once administrative system update capability is restored. TWTC understands that if it does not confirm such updates such changes might become reversed during audit processing.

4.5 Audits

4.5.1 LIDB Audit

- 4.5.1.1 This audit is between the LIDB administrative system and LIDB. This audit verifies that the LIDB administrative system records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the administrative system and LIDB, regardless of account ownership.
- 4.5.1.2 **AM-WI** will run the LIDB audit on a daily basis.
- 4.5.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

4.5.2 Source Audit

4.5.2.1 This audit verifies that an Account Owner's Line Records in the LIDB administrative system match the source of the Account Owner's Line Records.

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- 4.5.2.2 The source of Account Owners' Line Records that <u>AM-WI</u> administers through a service order process will be the <u>AM-WI</u>'s billing system that maintains the LIDB data for such Account Owners.
- 4.5.2.3 <u>AM-WI</u> will provide TWTC with a file containing all of TWTC's Line Records in LIDB that TWTC administers through unbundled electronic interface(s). <u>AM-WI</u> will deliver such file(s) to TWTC electronically over the Service Order Entry Interface.
- 4.5.2.4 TWTC will use the file <u>AM-WI</u> provides in Section 4.5.2.3 to audit TWTC's LIDB accounts against TWTC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. TWTC will correct all discrepancies using the unbundled electronic interface(s) TWTC has requested under this Appendix.
- 4.5.2.5 <u>AM-WI</u> will provide TWTC with scheduled and unscheduled Source Audits as set forth following: (i) <u>AM-WI</u> will provide TWTC with a source audit file once per year. Such audit files will represent TWTC's entire data store of Line Records to which TWTC has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) TWTC can request additional source audit files and <u>AM-WI</u> will work cooperatively to accommodate all reasonable TWTC requests for such additional source audit files.

4.6 LSR Process

- 4.6.1 The LSR Process allows <u>AM-WI</u> to create and administer TWTC's data on TWTC's behalf through a bundled service order flow. The LSR Process is only available to TWTC when TWTC is providing service to end users using **AM-WI**'s UNE local switch ports.
- 4.6.2 The LSR Process is not an interface to the LIDB administrative system. TWTC can obtain access to <u>AM-WI</u>'s LIDB administrative system LVAS only through the electronic unbundled interfaces <u>AM-WI</u> offers in Section 4.3 of this Appendix.
- 4.6.3 TWTC will not have direct access to any of its records that <u>AM-WI</u> administers through the LSR Process.
- 4.6.4 TWTC will provide complete information in its LSR to <u>AM-WI</u> so that <u>AM-WI</u> can populate TWTC's line record completely and accurately. If

TWTC's LSR does not contain information needed to populate a data element in LIDB, <u>AM-WI</u> will populate such data element with <u>AM-WI</u>-defined default information. Such default derivation will apply to all TWTCs using the LSR Process that also omit said data element. Use of default information does not relieve TWTC of its responsibility for providing <u>AM-WI</u> complete and accurate information in LIDB. In the event <u>AM-WI</u> populates TWTC's Line Records with default information under this paragraph, <u>AM-WI</u> will not be responsible for any claim or damage resulting from the use of such default information, except in the event of <u>AM-WI</u>'s gross negligence or willful misconduct.

4.7 Fraud Monitoring

4.7.1 <u>AM-WI</u>'s fraud monitoring system(s) provides TWTC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. <u>AM-WI</u> will provide TWTC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

5. MANNER OF PROVISIONING

- 5.1 <u>AM-WI</u> will provide to TWTC, on request, <u>AM-WI</u>-specific documentation regarding record formatting and associated hardware requirements of the interfaces <u>AM-WI</u> provides for LIDB data administration when TWTC chooses to use such interfaces.
- 5.2 TWTC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.
- 5.3 <u>AM-WI</u> will input information provided by TWTC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that TWTC will store in <u>AM-WI</u>'s LIDB. TWTC shall provide all information needed by <u>AM-WI</u> to fully and accurately populate a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.
- 5.4 TWTC will furnish, prior to the initial load of TWTC's data, and as requested by **AM-WI** thereafter, the following forecast data:
 - 5.4.1 the number of working lines per account group
 - 5.4.2 the number of working line numbers to be established

- 5.4.3 the average number of monthly changes to these records
- 5.4.4 the number of busy hour queries, by query type
- 5.4.5 the number of annual queries by query type.
- 5.5 If <u>AM-WI</u>, at its sole discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of TWTC information, <u>AM-WI</u> will notify TWTC of its intent to not provide to TWTC the Services under this Appendix and this Appendix will be void.
- TWTC may submit updated or changed forecasts due to unforeseen events at any time and <u>AM-WI</u> encourages TWTC to submit such forecasts as soon as practical. <u>AM-WI</u> may request revised forecasts, but no more frequently than every six (6) months and then only if <u>AM-WI</u> has reason to believe there may be significant error in TWTC's latest forecast.
- 5.7 TWTC will furnish all Line Records and Group Records in a format required by **AM-WI** to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).
- 5.8 TWTC is solely responsible for all Line Records for which TWTC is the Account Owner. This includes all data, data administration, Line Records that TWTC creates, Line Records that <u>AM-WI</u> creates on TWTC's behalf, or Line Records that are transferred to TWTC as a result of TWTC becoming the provider of local service to the End User(s) associated with such Line Records.
- 5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which TWTC can directly administer its Line Records in <u>AM-WI</u>'s LIDB.
- 5.10 If TWTC resells the services associated with its Line Records to a third party, and those Line Records remain in an <u>AM-WI</u>'s LIDB, TWTC will administer those records through the unbundled electronic interfaces <u>AM-WI</u> offers in 4.3.1 through 4.3.2 of this Appendix, so that companies that query the <u>AM-WI</u>'s LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.
- 5.11 TWTC will administer its data in <u>AM-WI</u>'s LIDB in such a manner that <u>AM-WI</u>'s accuracy of response information and consistency of available data is not adversely impacted.

- 5.12 TWTC will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.
- 5.13 If TWTC has operational unbundled electronic interfaces and TWTC has chosen to create its own records in LIDB, TWTC will create its records within twenty-four (24) hours of <u>AM-WI</u>'s deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the end-user with dial tone.
- 5.14 If TWTC administers its Line Records directly through unbundled electronic interfaces and TWTC does not provide service using an <u>AM-WI</u>'s UNE local switching port, TWTC will delete its LIDB Line Records associated with an enduser disconnecting telecommunications service. TWTC will delete such Line Records within twenty-four (24) hours of disconnection.
- 5.15 TWTC will also delete Line Records from <u>AM-WI</u>'s LIDB when TWTC migrates Line Record from an <u>AM-WI</u>'s LIDB to another LIDB or LIDB-like Database unless TWTC otherwise arrange with <u>AM-WI</u> to delete such records on TWTC's behalf.
- 5.16 THIS SECTION INTENTIONALLY LEFT BLANK.
- 5.17 <u>AM-WI</u> will provide the capability needed to perform query/response functions on a call-by-call basis for TWTC's Line Records residing in an <u>AM-WI</u> LIDB.
- 5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with <u>AM-WI</u>'s standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB administrative system and the Sleuth System, as set forth in <u>AM-WI</u> practices. The Parties acknowledge that <u>AM-WI</u> may change those practices from time to time.
- 5.19 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an <u>AM-WI</u>'s LIDB is the responsibility of <u>AM-WI</u>. TWTC acknowledges and agrees that <u>AM-WI</u>, in its role as system administrator, may need to access any record in LIDB, including any such records administered by TWTC over unbundled electronic interfaces. <u>AM-WI</u> will limit such access to those actions necessary to ensure the successful operation and administration of **AM-WI**'s SCP and LIDB.
- 5.20 If TWTC creates its Line Records directly through unbundled electronic interfaces, TWTC will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. TWTC will also not have to provide its end-user marketing and/or service

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information for LIDB on an LSR if TWTC will perform ongoing administration of its Line Records directly through unbundled electronic interfaces.

5.21 <u>AM-WI</u> will, at its sole discretion, allow or negotiate any access to an <u>AM-WI</u>'s LIDB. TWTC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an <u>AM-WI</u>'s LIDB. TWTC acknowledges that when <u>AM-WI</u> allows an entity to access <u>AM-WI</u>'s LIDB, such query originators will also have access to TWTC's data that is also stored in such **AM-WI**'s LIDB.

6. BILLING

- 6.1 If <u>AM-WI</u> provides TWTC with compensation for data access as set forth in Section 7, <u>AM-WI</u> will provide such data, as is reasonably necessary, to enable TWTC to substantiate Query volumes of TWTC Line Records residing in <u>AM-WI</u>'s LIDB.
- 6.2 When <u>AM-WI</u> or a third party queries TWTC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, TWTC will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.
 - 6.2.1 TWTC will bill the appropriate charges to its End Users, on behalf of **AM-WI** or a third party.
 - 6.2.2 TWTC will provide to <u>AM-WI</u> or the third party all necessary billing information needed by <u>AM-WI</u> or the third party to bill the End User directly.
- 6.3 TWTC understands that if TWTC chooses the option set forth in Section 6.2.2 of this Appendix, other providers, including **AM-WI**, may choose to deny services to TWTC's subscribers.

7. COMPENSATION OPTION

7.1 TWTC may elect to receive compensation from <u>AM-WI</u> for access to TWTC's data in <u>AM-WI</u>'s LIDB only as set forth in this Section, Section 7, of this Appendix. <u>AM-WI</u> offers the terms of Section 7 as a package and such terms are contingent upon TWTC's acceptance of market prices for Query access set forth in Sections 7.2. as applicable. <u>AM-WI</u> will not provide compensation to TWTC for access of TWTC's data in <u>AM-WI</u>'s LIDB other than via this Compensation Option.

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7.1.1 **AM-WI**

7.1.1.1 Validation Query $\phi.01/220$ per Quer	7.1.1.1	Validation Query	\$.017228 per Query
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7.1.1.2 CNAM Query \$.012 per Query

7.1.1.3 Query Transport \$.00012 per Query

7.2 Based upon the prices set forth in Sections 7.1.1 above, <u>AM-WI</u> will credit TWTC for each query against TWTC's non-resold Line Records in <u>AM-WI</u>'s LIDB as set forth in this Section.

7.2.1 **AM-WI**

7.1.1.4	Validation	\$.0025 per	Ouerv

7.1.1.5 CNAM \$.005 per Query

- 7.1.1.6 During the month when CNAM Queries to TWTC's non-resold Line Records are equal to or greater than 500 thousand Queries for that month, **AM-WI** will credit customer \$.006 per Query.
- 7.1.1.7 During the month when CNAM Queries to TWTC's non-resold Line Records are equal to or greater than 2.5 million Queries for that month, **AM-WI** will credit customer \$.007 per Query.

8. PRICE AND PAYMENT

8.1 <u>AM-WI</u> will charge TWTC \$2.00 for every Line Record update it accepts from TWTC via a manual fax.

9. CONFIDENTIALITY

9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

10. LIABILITY

In addition to any other limitations of liability set forth in this Agreement, <u>AM-WI</u> will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of <u>AM-WI</u>. Any such losses or damages for which <u>AM-WI</u> is held liable under this Appendix shall

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be limited to actual direct damages, and shall in no event exceed the amount of charges made for a LIDB administrative system during the period beginning at the time <u>AM-WI</u> receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

- In addition to any other limitations of liability set forth in this Agreement, <u>AM-WI</u> will not be liable for any losses or damages arising out of <u>AM-WI</u>'s administration of Sleuth or Automatic Fraud Monitoring systems.
- In addition to any other indemnity obligations set forth in this Agreement, TWTC agrees to release, indemnify, defend, and hold harmless <u>AM-WI</u> from any and all claims, demands, or suits brought by a third party against <u>AM-WI</u>, directly or indirectly, arising out of <u>AM-WI</u>'s provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which <u>AM-WI</u> is found liable as a result of its sole negligence.
- In addition to any other indemnity obligations set forth in this Agreement, TWTC further agrees to release, indemnify, defend, and hold harmless <u>AM-WI</u> from any and all claims, demands, or suits brought by a third party against <u>AM-WI</u>, directly or indirectly arising out of <u>AM-WI</u>'s administration of <u>AM-WI</u>'s fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which <u>AM-WI</u> is found liable as a result of its gross negligence or willful misconduct.
- In addition to any other indemnity obligations set forth in this Agreement, TWTC further agrees to release, indemnify, defend, and hold harmless <u>AM-WI</u> from any and all claims, demands, or suits brought by a third party against <u>AM-WI</u>, directly or indirectly, arising out of TWTC's administration of its data or failure to administer its data under this Appendix.
- In addition to any other indemnity obligations set forth in this Agreement, TWTC further agrees to release, indemnify, defend and hold harmless <u>AM-WI</u> from any and all claims, demands, or suits brought by a third party against <u>AM-WI</u>, directly or indirectly, arising out of TWTC's refusal to provide billing as set forth in Section 6.2.1 of this Appendix.

11. DISCLAIMER OF WARRANTIES

11.1 <u>AM-WI</u> MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE SLEUTH SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, <u>AM-WI</u> ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY TWTC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent assignment; responsibility for environmental contractor; subcontracting; contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.